

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF VIRGINIA
ROANOKE DIVISION

Form 704-8A
Rev. 1/05

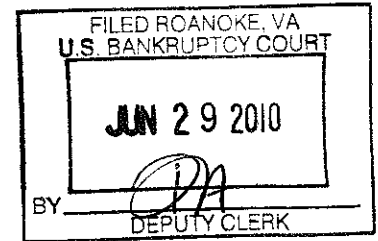
In re:

SPARKS, GUY DEWITT, JR.,
SPARKS, PATRICIA S.

Debtors.

Case No. 08-70268

Chapter 7



TRANSMITTAL OF UNCLAIMED FUNDS

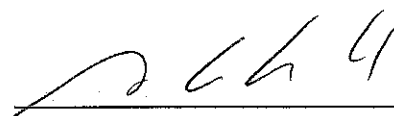
Comes now the undersigned trustee and reports as follows:

1. Funds have remained unclaimed for longer than 90 days after the final dividend was declared and distributed in the above case. The bank on which these checks are drawn has been instructed to stop payment on said checks.

2. The trustee's check¹ payable to the Clerk, U.S. Bankruptcy Court, for the unclaimed funds is attached hereto with the request that such funds be deposited in the U.S. Treasury, or the local Registry Account.

3. The trustee has indicated the name, address, and amount due each creditor on the attached.

Dated: June 28, 2010


George A. McLean, Jr., Trustee
Address: P.O. Box 1264, Roanoke, VA 24006
Phone: 540-982-8430

A separate check payable to the Clerk must be issued for unclaimed dividends less than \$25.00 per creditor, which is payable directly to the U.S. Treasury. For those over \$25.00 per creditor, a separate check is required which is deposited to the local Registry Account.

Name of creditor:

ASHLEY HAMPTON
3836 Panorama Ave., Apt. A-1
Roanoke, VA 24017

Additional address on proof of claim form:
2003 Essex Avenue, NW
Roanoke, VA 24017-5451

Amount due: \$21.98 which represents a 5.17% dividend on \$425.00; See attached claim no. 7
filed for \$425.00

B10 (Official Form 10) (12/07)

UNITED STATES BANKRUPTCY COURT Western District of Virginia		PROOF OF CLAIM
Name of Debtor: Guy Dewitt Sparks Jr. Patricia S. Sparks		Case Number: 08-70268
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): Ashley Hampton		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____
Name and address where notices should be sent: Ashley Hampton 2003 Essex Avenue NW Roanoke VA 24017-5451		
Telephone number: _____		
Name and address where payment should be sent (if different from above): 3836 PANORAMA AVE. APT A-1 ROANOKE, VA. 24017		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
Telephone number: (540) 982-1467		
1. Amount of Claim as of Date Case Filed: \$ 425.00 If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507(a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507(a)(5). <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507(a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507(a)(____).
2. Basis for Claim: DEPOSIT FOR APARTMENT (See instruction #2 on reverse side.)		
3. Last four digits of any number by which creditor identifies debtor: _____ 3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: _____ Value of Property: \$ _____ Annual Interest Rate: % _____ Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____		
6. Creditors: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain: <i>Ashley Hampton</i>		
Date: _____	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.	

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both

18 U.S.C. §§ 152 and 3571

BY

RECEIVED



RENTAL AGREEMENT

THIS RENTAL AGREEMENT between Guy D. Sparks, Jr. (Landlord/Realtor) and Ashley Hampton (Tenant)

The persons signing this Agreement covenant and agree as follows:

1. PREMISES

In consideration of the rent and the other provisions of the Agreement, Landlord hereby rents and leases to tenant the premises known as: 2003 ESSEX AVE. N.W.

2. ORIGINAL AND RENEWAL TERMS

The original term of this lease will begin at 12:00 noon, 2/22/07 and will end at 12:00 noon 2/22/08. Either Landlord or Tenant may terminate this lease at the end of the original term by giving written notice to the other at least thirty (30) days before the end of the original term. If this lease is not terminated at the end of the original term, it will automatically renew for one year at the rent of \$450.00 per month with a thirty (30) day written notice required before the end of the lease period. Tenant initial AH.

3. RENT AND LATE CHARGES

(a) The rent shall be \$450.00 per month, payable without notice, demand or deduction, in advance, on the 1st day of each month.

(b) If the Landlord does not receive the rent within seven (7) days after it is due; Tenant shall pay as additional rent a sum equal to 10 % of the monthly rental payment. Tenant shall also reimburse Landlord for all costs (including, but not limited to, the cost of serving legal notices) and attorney's fees allowed by law incurred in collecting overdue rent, and shall pay Landlord \$25.00 for each rent check of Tenant that may be returned by a bank for any reason.

4. SECURITY DEPOSIT

Tenant agrees to deposit with the Landlord before occupying the premises the sum of \$450.00 as a security deposit to insure that the premises (including all keys, fixtures, facilities and appliances) will be returned to landlord at the end of term in their present condition, except for normal wear and tear. If the premises are sold, leased or otherwise disposed of, Tenant agrees that Landlord may transfer the security deposit to the new owner or lessee. Upon termination of the tenancy and after the payment in full of all rent or other money due Landlord, the security deposit or so much thereof as Tenant is entitled to receive will be returned to the tenant.

prospective or actual purchasers, mortgages, tenants, workmen, or contractors. Landlord may enter the dwelling unit with out consent of Tenant in case of emergency. If the tenant changes any locks, a new key(s) must be given to landlord.

(b) During the last ten (10) days of the term, Landlord shall have access to the premises in order to make repairs or redecorate for any incoming tenant should Landlord deem this action necessary.

12. LIVING ON PREMISES

No one other than the Tenant signed on this lease may live on the premises.

13. SECTION 8 PROGRAM (when applicable)

Attached form HUD-52641-A, becomes part of this lease agreement.

THIS AGREEMENT is the entire agreement between the parties, and no modification or addition to it shall be binding unless signed by the parties hereto. The covenants, conditions, and agreements contained herein are binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors, and assigns. Wherever the context so requires, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all other genders.

The items listed here are part of this lease and are the property of the Landlord.

3 fdr
Fridge

03-01-07 Royce L. Spivey (SEAL)
Date (Landlord's Agent)
3/4/07 Hy D. Spivey (SEAL)
Date (Landlord)

03/01/2007 Ashley Hampton (SEAL)
Date (Tenant)

Date (Tenant) (SEAL)

Date (Co-Signer) (SEAL)